"Mr. Atkin for the mortgagee claims *The Colorado* as an authority in his favour. It certainly is so to this extent, that it is only one more of the long line of authorities which have established that the English Courts will look to English law and English law only for the purpose of ranking competing claims against a ship or its proceeds. Because in *The Colorado* case the Court, in special circumstances, first turned aside to look at a foreign law, in order to obtain light concerning the legal character of a foreign instrument, I do not think that the case can be claimed as an authority for the introduction of any foreign law which any party chooses to adduce in order to qualify and alter the English rules of ranking. Indeed it is noteworthy that both Hill J. and the Court of Appeal declined to take any note of the French law in the matter outside of the instruction which they derived from the evidence as to the nature of a French 'hypotheque'. Once they were clear as to what it was, they returned at once to the English law to decide the order of its ranking."

In *The Acrux*,[6] Hewson J. at page 404 said: —

"I have been referred in this connection to *The Tagus, The Colorado,* and *The Zigurds.* Those were cases dealing with priorities after jurisdiction has been either accepted or established, but under the authority of those cases, especially *The Colorado,* which went to the Court of Appeal, I must look at the foreign law to see what kind of a claim is being made, to identify it, and then see if this court has jurisdiction and, if so, what remedy to give.

In *The Colorado* Atkin L.J. said: 'Where parties are litigating in this country in respect of rights created elsewhere, to ascertain their rights we may look, in appropriate cases, to the law of their country where the contract was made ... A claimant claims as possessing a maritime lien. This might appear to be an intermediate case, as a maritime lien gives a right against the ship, which continues notwithstanding a change of ownership. Nevertheless, in determining whether there exists a maritime lien the court will apply the *lex fori,* and will give effect to the lien as it exists by English law'."

We must therefore examine the judgments in *The Colorado, supra.* Bankes L.J. at page 106 said: —

"The judgment (of Hill J. in the court below) is expressed to be without prejudice to other claims against the vessel, and all questions or priorities are reserved. This, in my opinion, leaves the question quite open as to what the rights created by the so-called mortgage deed are. This question must be determined according to French law, as the contract was made in France, though the question of priority must be decided by English law."

Then at page 107, Bankes L.J. continued:—

"in my opinion the learned judge was quite right in taking the view he did — namely, that the right created by the mortgage deed was a higher right than a mere right to proceed *in rem,* and though not capable of exact description in terms applicable to well recognised English rights, it yet had attributes which entitled it to rank on a question of priorities in the same class as a maritime lien or the right created by an English mortgage."

Scrutton L.J. at page 108 said:—

"It is clear law in England, as stated by Lord Brougham in *Don* v. *Lippmann,* that 'whatever relates to the remedy to be enforced, must be determined by the *lex fori,* the law of the country to the tribunals of which the appeal is made'. The nature of the right may have to be determined by some other law, but the nature of the remedy which enforces the right is a matter for the law of the tribunal which is asked to enforce the right."

Scrutton L.J. continued at page 109:—

"Now (the English court) has also a claim by a person who has a hypotheque .... It is proved to be, not a right of property in the ship, but a right to arrest the ship in the hands of a subsequent owner. But such a right is the same as a maritime lien as described by Mellish L.J. in *The Two Ellens,* by Gorell Barnes J. in *The Ripon City,* and by this Court in *The Tervaete.* And the English Courts administering their own law would give a claim secured by a maritime lien priority over the claim of a necessaries man...."

The relevant passage in the judgment of Atkin L.J. is contained in the passage of the judgment of Hewson J. we have just quoted.

The judgment of Hill J. in the court below is reported in *Aspinall's* Maritime Law Cases at pages 147 and 148. Hill J. said at page 148:—

"The French mortgagee by French law has what has been described as a *jus in rem* ... a right to proceed by legal process for seizure and sale of the ship. But that is a right which travels with the *res* into whosesoever hands it may come...."

That right ... is a right which can be enforced whether the ship at the time of enforcement belongs to the debtor or to someone else; it is in the nature of a right of property ... not very different from the right of property under an English mortgage.... I therefore think that I am bound in this case to apply to that right the English law of priorities, and applying it, I am bound to say that the holder of the French registered mortgage has priority over the necessaries man."

In our opinion the interpretation put by the Supreme Court of Canada on the decision in *The Colorado* is the correct one. In our opinion all the three appellate judges, in affirming the decision of Hill J. in the court below, were of the view that having ascertained that under French law the right created by a hypotheque is a right equivalent to a maritime lien, an English court, applying English remedies, would rank a claimant under a hypotheque above an English necessaries man.

Similarly, having ascertained that under American law a person who furnishes in America repairs to a ship acquires a valid maritime lien on the ship, a Singapore court, applying Singapore remedies, would rank a claimant who has a valid maritime lien, which is in its nature a substantive right in the ship, above a claimant who has a mortgage over the ship.

For all these reasons we would allow both appeals with costs here and in the court below. We certify for two counsel.

*Appeal allowed.*

Solicitors: *Donaldson & Burkinshaw; Allen & Gledhill.*

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## WEE PENG WHATT v. SINGAPORE TRANSPORT SUPPLY SERVICES PTE. LTD. & ORS.*

**[O.C.J. (Rajah J.) November 22, 1977]**

**[Singapore — Suit No. 932 of 1975]**

*Tort — Negligence — General duty of care — Master-servant relationship — Common law duty to take reasonable care for safety of servant.*

*Damages — Spinal injuries and paralysis — Sum awarded, $177,305.*

The plaintiff, aged 30, was employed by the first defendants as a labourer to unload goods from their lorries on the quayside into the holds of tongkangs. The first defendants had hired two mobile cranes from the second defendants. The third defendant was the owner of the cranes one of which was driven by one Teng. On the day of the accident, the plaintiff was in the tongkang carrying out his duties in the unloading when the said Teng in the course of lowering cartons of milk stacked on a pallet into the tongkang lowered it on the person of the plaintiff thereby causing the following injuries:—

* Affirmed by Court of Appeal on April 18, 1978.

(1) Fracture-dislocation of the first lumbar vertebra on the second lumbar vertebra;

(2) Complete transection of the lower end of the spinal cord and nerve roots;

(3) Total paralysis of all modalities of sensation from the level of 10th thoracic dermatome downwards (level of waist and umbilious). There was complete motor paralysis and loss of voluntary control of bladder and rectal functions.

The plaintiff also lost sexual function and he claimed for damages for personal injuries and consequential loss suffered by him against all three defendants or any of them arising out of a duty of care. In the alternative the plaintiff also claimed against the first defendants for failing to take reasonable care for the safety of their servant.

**Held:** (1) the accident was caused through the negligence of the crane driver and/or the signalman, both employees of the second defendants;

(2) the first defendants had failed in their duty to the plaintiff as his employers to take reasonable care for his safety as their servant as they did not provide and maintain a safe system of work for their employees;

(3) the first and second defendants were equally to blame. Judgment for the plaintiff in the sum of $177,305, and costs, such damages and costs to be equally borne by the two defendants.

*Cases referred to:-*

(1) *Mersey Docks & Harbour Board* v. *Coggins & Griffiths (Liverpool) Ltd. and McFarlane* [1946] 2 All E.R. 345.

(2) *Winter* v. *Cardiff District Council* [1950] 1 All E.R. 819.

(3) *Basted* v. *Cozens, & Sutcliffe, Ltd. & Anor.* (1954) 22 LI.L.R. 132.

CIVIL SUIT.

*H E. Cashin* for the plaintiff.

*Tan Tee Seng* for the 1st defendants.

*Lee Tow Kiat* for the 2nd defendants.

*T.L. Lee* for the 3rd defendant.

**Rajah J.:** In this Suit the plaintiff's claim was for damages for personal injuries and consequential loss suffered by him and caused, during the course of his employment by the first defendants as a labourer at a worksite in Boat Quay, Singapore, on or about the 19th day of August 1972, by the negligence of the first and/or the second defendants and/or the third defendant, their servants or agents and/or breach by the first defendants of their duty to the plaintiff as employers of the plaintiff to take reasonable care for the safety of the plaintiff as their servant with costs. This was an action against all three defendants or any of them in the tort of negligence arising out of a general duty of care and or alternatively against the first defendants in their capacity as master arising out of the specific common law duty of a master to take reasonable care for the safety of his servant.

The plaintiff, who was 30 years old at the date of accident, was employed by the first defendants as a labourer to unload goods from their lorries on the quayside into the holds of tongkangs at Boat Quay. The system of unloading goods from such lorries into the holds of the tongkangs was for a crane to lift from such a lorry the goods stacked on pallets, and to lower the laden pallets into a tongkang and for the plaintiff and other workers in the tongkang to stack the goods thus lowered in the holds of the tongkang properly.

On August 19, 1972 the first defendants had a contract to unload cartons of milk into a tongkang at Boat Quay and for this purpose they hired two mobile cranes from the second defendants, one of which was mobile crane No. SGC 3797, whose driver was Teng Ann Teng (PW4).

The plaintiff was in a tongkang carrying out his duties as aforesaid in the unloading of the said milk cartons when the said Teng Ann Teng in the course of lowering the cartons of milk stacked on a pallet into the tongkang lowered it on the person of the plaintiff thereby causing him the following injuries as stated by Dr. N. Balachandran, Senior Orthopaedic Surgeon in his report: —

"1. Fracture-dislocation of the first lumbar vertebra on the second lumbar vertebra. There was gross displacement and the body of the second lumbar vertebra was crushed. There were associated fractures of the transverse processes of these vertebrae.

2. There was clinical evidence of complete transection of the lower end of the spinal cord and nerve roots.

3. Due to the injury to the spinal cord there was total paralysis of all modalities of sensation from the level of the 19th thoracic dermatome downwards (level of waist and umbilious). There was also complete motor paralysis and loss of voluntary control of bladder and rectal function."

The plaintiff was hospitalised immediately and was treated conservatively as a paraplegic. The medical conclusion on the plaintiff, which was uncontested by any of the defendants, was that —

(i) he had sustained a traumatic paraplegia due to injury to his spine,

(ii) he had total loss of sensation and motor power from the waist downwards,

(iii) his bladder and rectal functions were automatic, he having no voluntary control over them and

(iv) he had lost sexual function.

The case for the plaintiff against the first defendants was that the said accident was caused by the negligence of the first defendants, their servants or agents and/or by the breach of the first defendants of their duty to the plaintiff as employers of the plaintiff as their servant. The case for the plaintiff against the second and/or the third defendants was that the said accident was caused by the negligence of the second and/or the third defendants, their servant or agents.

It was alleged by the plaintiff that the said system was unsafe in that —

(i) the goods were swung over the heads of the workers in the tongkang; and

(ii) the crane driver was in a position where he could not see the workers in the tongkang.

It was contended for the plaintiff that a safe system of work would have provided that —

(i) nobody be beneath a load that was in the course of being lowered; and

(ii) the crane operator be in full view of the workers in the tongkang and vice versa.

The defence of the first defendants was that the accident was caused wholly or contributed to by the plaintiff's negligence in that he —

(a) failed to keep a proper or any look-out for the goods being unloaded;

(b) failed to take reasonable precaution for his own safety;

(c) failed to take reasonable action to avoid the accident.

The first defendants further pleaded in the alternative that the accident was caused wholly by the negligence of either the second defendants, their servants or agents or the third defendant, his servants or agents. They contended that on August 19, 1972 the crane used to lift the goods into the hold of the tongkang together with its two operators, namely, the crane driver, Teng Ann Teng, and signalman, were hired by them from the second defendants and that the second defendants vis-a-vis themselves were independent contractors.

The defence of the second defendants, in the main, was that the said crane did not belong to them and was not operated by their crane driver but by one in the employ of the third defendant, the registered owner of the said crane and that they were merely agents of the third defendants for the purpose of hiring out the said crane to third parties.

The case for the third defendant, while admitting ownership of the said crane, in the main, was that the said crane was at all material times hired to the second defendants and was in their exclusive care, custody control and direction.

It will be noted that none of the three defendants seriously contested the plaintiff's claim to damages in respect of the injuries suffered by him. What each of them was saying was that in the circumstances of his own case he was not liable but that the other defendant or both were liable to the plaintiff.

On the admissions, documents and evidence, before me I made the following findings of fact: —

(1) That the plaintiff at all material times was employed by the first defendants to unload goods from the first defendants' lorries into tongkangs at Boat Quay (not disputed);

(2) That on August 19, 1972 the plaintiff was in a tongkang in the course of his duties as aforesaid when the said Teng Ann Peng (PW4), the crane operator of a mobile crane No. SGC 3797, in the course of lowering cartons of milk laden on a pallet into the hold of the tongkang lowered the said pallet on the plaintiff thereby causing him injuries as aforesaid (not disputed);

(3) That on the day and time in question the said crane was operated by one Teng Ann Peng (PW4) (dispute only as to whose employee he was) and an attendant (admitted that he was employee of second defendants), whose name did not come out at the trial;

(4) On the evidence of Teng Ann Teng (PW4) whom I regard as an entirely satisfactory witness and the evidence of Toh Guan Leng (2 DW2), the manager of the second defendants from 1970-1974, given under cross-examination by plaintiff's counsel, I find that on August 16, 1972, the date of the accident, the crane driver, Teng Ann Teng (PW4) was in the employ of the second defendant and worked to their direction;

(5) That the mobile crane No. SGC 3797 on the date and time of the accident was under the care, custody, control and direction of the second defendants;

(6) That the crane used to lift the goods into the hold of the tongkang was hired by the first defendants from the second defendants who were independent contractors and that the second defendants provided the same with a driver (Teng Ann Teng) and an attendant;

(7) That the accident was caused through the negligence of the crane driver and/or the signalman, both employees of the second defendants, in the course of their employment and not contributed to by the plaintiff in any way;

(8) That both the first and second defendants knew that the system of unloading goods from the lorries into the hold of the tongkang was for the crane to lift from the lorry on the quayside the goods which had been stacked on pallets into the hold of the tongkang and for the plaintiff and other workers in the hold of the tongkang to stack the goods so lowered in the hold.

In the view I took of the evidence that the third defendant did not hire out the said crane to the second defendants nor that the crane driver and the signalman thereof were his servants or agents I found no liability against the third defendant. It now remains for me to deal with the liability of the first and second defendants.

*Liability for Accident*

The first defendants admitted that the plaintiff was their employee and that it was during the course of such employment while carrying out his duties that the accident took place. It was accepted by the first defendants that it was their duty, in so far as the plaintiff and their other workers in the hold of the tongkang were concerned, to ensure for them a safe system of work. The first defendants also acknowledged that the unloading of goods into the hold of the tongkang entailed the risk of the load falling on the workers whilst working in the hold. The evidence of Tan Tian Hock (1 DW1), the manager of the first defendants, was that no instructions had been given to the crane driver as to how he was to operate the crane nor did any of his workers interfere with the crane driver in his work. His evidence was confirmed by Teng Ann Teng (PW4), the crane driver, when he said "The manner in which I operated the crane is entirely under my control. Nobody from first defendants interfered with my work." Tan Tian Hock (1 DW1) also said he did give general instructions to the kepala as to how his workers should conduct themselves but no evidence was given as to whether these instructions had been conveyed to the workers in the hold of the tongkang. He admitted that no special instructions were given to the workers nor did he give instructions that there should be a signalman or attendant. He also gave as his view that "the accident

perhaps happened because the crane was being lowered too fast." In answer to question by the court he said, "The most important man is the crane assistant who acts as a signalman as to when to let the load down into the tongkang. The crane driver is entirely dependent on signalman. The speed at which the load is being lowered is the next important." The crane driver in his evidence said, "When the accident took place I could not see the pallet inside the tongkang. When the last load which caused the accident was being handled I received a signal from the attendant. The workers were on the edge of the tongkang. I can't say how many. I heard shouts that someone was pinned under the pallet. He gave me signals to lower."

The plaintiff with regard to the accident said:

"I was one of those in the tongkang. Standing at the bottom of the tongkang I could not see the crane driver. The crane attendant's job was to give signals and instruction to the crane driver. I could see the signalman. In the tongkang there was a taikong and his assistant. These two assisted us in the stacking of the goods in the tongkang. 5 of us were involved in taking hold of the pallet, bringing it to rest in the tongkang. Then we would take the strings and pull them and hook them back on the hook. At the signal from the signalman this would be lifted and the whole process would be repeated. Then off-loading from the pallet and thereafter stacking the cartons in the tongkang individually. The pallet is then pushed aside. We would wait for 5 or 6 pallets to accumulate when we would have them sent back to the lorry from which the goods were being unloaded. When the accident took place there were still several cartons of milk on the pallet. While I was doing this I did not suspect any pallet overhanging me. If I had suspected this I would not have gone underneath. Normally while a pallet was coming over the tongkang I would be standing near the stern out of line of the crane's movements. I have never experienced goods falling off a pallet. It would be safer to do so. I went down to pick up one such carton, I heard someone shouting "Run, run." I became frightened. When I was trying to run away I was hit at the back. I knew I was hit by a piece of wood. I don't know what it was or where it came from. I have since learned that I was hit by a pallet loaded with cartons of milk.

From the above evidence it is clear that the accident was caused by the negligence of both the crane driver, Teng Ann Teng and the signalman, or one of the two jointly responsible for the crane operations, namely, the signalman, both of whom were employees of and under the control of the second defendants. It follows therefore that the plaintiff must succeed in his claim for damages against the second defendants as employers of both the crane driver and the signalman.

Mr. Tan Tee Seng, counsel for the first defendants, submitted that, on the authority of *Mersey Docks & Harbour Board* v. *Coggins & Griffiths (Liverpool) Ltd. and McFarlane*[1] the first defendants are not at all liable but that liability should fall on either the second or third defendants or both. The *Mersey Dock's case*, in my view, is authority only for saying that, as the crane driver and signalman in the instant case were the employees of the second defendants and under their control and not that of the first defendants, the first defendants would not be liable for the negligent acts of the crane crew committed in the course of their duties. This absolves the first defendants of the first defendants of the first charge against them namely that of causing injury to the plaintiff by their negligence or that of their servants or agents. However, the main charge against the first defendants is that they were in breach of their duty to the plaintiff, as employers, to take reasonable care for the safety of the plaintiff as their servant by failing to provide and maintain a safe system of work, in that he was required to work under a suspended load, and to provide any or adequate supervision. Now, the first defendants admit that in the instant case they had to provide for their employee, the plaintiff, a safe system of work and did not dispute the plaintiff's claim as to what that safe system should be. But Mr. Tan Tee Seng urges on me that, as it was the second defendants who carried out the crane operations as independent contractors and not as agents or servants of the first defendants, on the authority of *Winter* v. *Cardiff District Council*[2] the first defendants could not be liable and that ultimate liability in the instant case should fall on either the second or the third defendants or both.

Mr. Cashin, while conceding that the accident crane and its crew of two had been hired by the first defendants from the second defendants and that the second defendants acted on that occasion as independent contractors, yet urges me to accept the proposition that even where an employer employs an independent contractor and that contractor through the negligence of one or other of his servants or agents causes injury to a servant of the employer, who owes a duty to such servant to provide for and maintain a safe system of work and to provide adequate supervision of such servant in his work, then that employer is also liable to the servant jointly with the independent contractor and cites in his aid the same case of *Winter* v. *Cardiff Rural District Council*[2] and that of *Basted* v. *Cozens & Sutcliffe, Ltd. & Anor.*[3]

Generally speaking, an employer is not vicariously liable for the negligence of an independent contractor or his servants in the execution of his contract. "The employer, however, is liable for his own act, neglect and, accordingly, if he contracts with an independent contractor to do some act which he is not entitled to do, or to perform some duty which is thrown upon him, either by statute or common law, he will be liable for the way in which the contractor has performed the act or the duty, even though it be done negligently. Salmon J. expressed this view thus: 'There are, of course, cases where, by virtue of a contract or by the operation of law, an obligation may be imposed on a man to do an act or to ensure it is done carefully. In such cases the defendant cannot shelter behind any independent contractor, whom he may have employed. If he breaches the obligation he is liable, not in negligence, but in contract . . . or by reason of some breach of duty other than a duty to take care. . . . In such cases the contractor may be regarded as the agent of the employer to perform the primary duty of the employer himself whose liability in such circumstances cannot be vicarious, properly so called. It follows that the employer is liable because he has himself broken his own duty and not because he is liable for his contractor's negligence. This principle is conveniently summarised by Denning L.J. in these words: 'I take it to be clear law, as well as good sense, that, where a person is himself under a duty to use care, he cannot get rid of his responsibility by delegating

the performance of it to someone else, no matter whether the delegation be to a servant under a contract of service or to an independent contractor under a contract for services.'" (*Charlesworth on Negligence* (6th Ed.) Para. 114). The driver of the crane (PW4) was inexperienced; he had only started to operate a crane for the first time on August 16, 1972 and the accident occurred on August 19, 1972. Further, although the plaintiff was on that day engaged in a repetitive and dangerous operation of loading goods from a quayside lorry into the hold of a tongkang no instructions were given to the workers by the first defendants nor was there any adequate supervision on this particular occasion. I am satisfied that no system of work having in mind the safety of the employees was considered at all by the first defendants. In my judgment the first defendants had failed in their duty to the plaintiff as his employers to take reasonable care for his safety as their servant and are liable in damages to him for the injuries suffered by him as a result of the accident due to such failure.

For the reasons stated above the plaintiff is entitled to succeed against the first and second defendants. It seemed to me that there was nothing to choose between the negligence of the two defendants and that they were equally to blame (*Basted's* case (1954) 2 Lloyd's List Law Reports at pages 135 and 146).

I gave judgment for the plaintiff by way of damages in the sum of $177,305 and costs, such damages and costs to be equally borne by the two defendants. I dismissed the claim against the third defendant with costs, such costs to be recouped by the plaintiff from the second defendants after payment thereof by the plaintiff.

*Order accordingly.*

Solicitors: *Murphy & Dunbar; Allen & Gledhill; Lee & Cheong; T.L. Lee & Co.*

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## ALICE WEE v. YEO GEK LANG

**[O.C.J. (D'Cotta J.) January 13, 1978]**
**[Singapore — Suit No. 2351 of 1973]**

*Land Law — Sale of — Contract by correspondence — Breach of — Claim for damages.*

*Statute of Frauds, 1677, s. 4 — Requirements of — Whether there was sufficient memorandum in writing to constitute contract.*

The premises No. 95 Jalan Senang, Singapore, was built by the developers Kim Toh Realty Limited. The plaintiff was a sub-purchaser of the said premises. Some time in 1973 the defendant (a sub-sub-purchaser) offered to purchase the said premises at the price of $164,000 subject to Contract. The defendant paid the 10% deposit to her own solicitors. Subsequently the defendant's solicitors corresponded with the plaintiff's solicitors as to the terms of the Contract. The defendant's solicitors forwarded the engrossment of the Transfer and Restriction to the plaintiff's solicitors for execution by the developers and the plaintiff. The defendant's solicitor also told the plaintiff's solicitor on the telephone that she "did not think there was the necessity of a formal Contract." The defendant subsequently refused to complete the purchase. The defendant contended that as there was no formal Contract in existence between the plaintiff and the defendant the plaintiff could not succeed.

**Held:** (1) the correspondence that passed between the parties, execution of the Transfer and Restriction by all the parties (except the defendant) and the evidence on oath of the solicitor for the defendant to the effect that there was no necessity of a formal Contract established beyond doubt the existence of a Contract at that stage sufficient to satisfy section 4 of the Statute of Frauds;

(2) the defendant by failing to complete the Contract was in breach thereof and the plaintiff was therefore entitled to judgment for $22,000 i.e. the difference between the Contract price and the price at which the property was eventually sold.

*Case referred to:*

(1) *Timmins* v. *Moreland Street Property Co. Ltd.* [1958] 1 Ch. 110, 130.

CIVIL SUIT.

*Mohamed Abdullah* for the plaintiff.

*Keh Kee Guan* for the defendant.

**D'Cotta J.:** The plaintiff's claim is for damages for breach of contract in writing contained in letters which passed between the plaintiff by her solicitors and the defendant by her solicitors during the period April 4, 1973 and September 7, 1973 for the sale by the plaintiff to the defendant of freehold property situated at Mukim XXVIII Lot 907 together with the building erected thereon and known as No. 95 Jalan Senang, Singapore.

This suit arises as a result of a breach by the defendant of a sale and purchase of property known as No. 95 Jalan Senang, Singapore (hereinafter referred to as "the subject premises").

The defendant disputes liability on the ground that there is no contract between her and the plaintiff for the purchase of the subject premises and in the alternative if there is a contract the requirements of section 4 of the Statute of Frauds has not been complied with and therefore the contract is unenforceable.

The plaintiff's contention is that despite the fact that there is no written contract, nevertheless the existence of a contract can be inferred from the correspondence that has passed between the parties. It might be advantageous at this stage to give a short history concerning the subject premises.

The subject premises was built some time in 1971 by Kim Toh Realty Pte. Ltd. (hereinafter called "the developers"). The developers were represented by Messrs. Chia & Poh. The subject premises was purchased by a Madam Tan Khuen Tai and her husband. At the time when the sale to the defendant was made, Madam Tan Khuen Tai's husband had died and the administrators of the estate of her husband were Madam Tan Khuen Tai herself and one Tan San. (Madam Tan Khuen Tai and the other administrator are hereinafter called "the original purchasers"). The original purchasers were represented by Messrs. Lui Boon Poh & Co. The plaintiff herein purchased the subject premises from the original purchasers and Messrs. Murphy & Dunbar acted for the plaintiff in the purchase and resale of the subject premises. The defendant, a sub-sub-purchaser of the subject premises, is represented by Messrs. Wee Swee Teow. At the time of the sale and purchase of the subject premises to